



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"Enriching Lives"

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

October 23, 2003

IN REPLY PLEASE

REFER TO FILE: PD-4

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LIEBE DRAIN
AMENDMENT TO COUNTY-CITY OF LOS ANGELES
COOPERATIVE AGREEMENT NO. 73265
SUPERVISORIAL DISTRICT 3
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Approve and instruct the Chair to sign Amendment No. 1 to Agreement No. 73265 between the City of Los Angeles and the County. The Amendment provides for an increase to the County's contribution to the construction contract of the Liebe Drain project from \$852,000 to \$1,195,080. The Amendment further provides that if unforeseeable changes in items of work in the construction of Liebe Drain exceed \$119,508, the County will reimburse the City for the amount over \$119,508, but not to exceed \$119,508.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 20, 2001, Synopsis 37, your Board approved Agreement No. 73265 with the City of Los Angeles, which establishes the City's responsibility to design and construct the Liebe Drain project with the County contributing \$1,167,000, including \$315,000 for preliminary engineering and contract administration and \$852,000 for construction contract. This amendment provides for the County to contribute 100 percent of the construction contract in the amount of \$1,195,080. It also provides for the City to finance any unforeseeable changes in items of work in the construction of

Liebe Drain up to \$119,508. The Amendment further provides that if unforeseeable changes in items of work in the construction of Liebe Drain exceed \$119,508, the County will reimburse the City for the amount over and above \$119,508, but not to exceed \$119,508. The City will finance any unforeseeable changes in items of work over and above \$239,016. Your Board's approval of the amendment is necessary to delineate the financing of the project cost increase.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goal of Organizational Effectiveness by utilizing a collaborative effort to expedite completion of the project. It also satisfies the Goal of Service Excellence since Liebe Drain will increase pedestrian and vehicular safety throughout the project area.

FISCAL IMPACT/FINANCING

The Amendment provides for an increase to the County's contribution to the construction contract of the Liebe Drain project from \$852,000 to \$1,195,080, and for the County to reimburse the City for unforeseeable changes in items of work in the construction of Liebe Drain over \$119,508, but not to exceed \$119,508. Financing for this Amendment is available from the Fiscal Year 2003-04 Flood Control District Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Amendment has been reviewed and approved as to form by County Counsel. This Amendment was executed by the City of Los Angeles on September 30, 2003.

ENVIRONMENTAL DOCUMENTATION

Your Board found this project to be categorically exempt from the provisions of the California Environmental Quality Act on February 20, 2001, Synopsis 37. This amendment will not cause a change in the project that would affect the status of that finding.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This project will not have a significant impact on current flood control services or projects currently planned. Upon construction completion to the satisfaction of the County, the County will be responsible for future operation, maintenance, and repair of the drain.

The Honorable Board of Supervisors
October 23, 2003
Page 3

CONCLUSION

We are enclosing three originals of Amendment No. 1 to Agreement No. 73265, which have been executed by the City of Los Angeles and approved as to form by County Counsel. Please return two fully executed originals of Amendment No. 1 along with one approved copy of this letter to Public Works for further processing. The amendment labeled County original is to be retained for your files.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

TG:nr

C040609

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Enc.

cc: Chief Administrative Office
County Counsel

AMENDMENT NO. 1 TO AGREEMENT NO. 73265

THIS AMENDMENT TO AGREEMENT, made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

WITNESSETH

WHEREAS, COUNTY is administering all matters for the Los Angeles County Flood Control District, hereinafter referred to as "DISTRICT," pursuant to Section 56-3/4 of COUNTY'S Charter and in accordance with an AGREEMENT approved on December 26, 1984, between COUNTY and DISTRICT; and

WHEREAS, CITY and COUNTY have heretofore executed AGREEMENT No. 73265, on February 20, 2001, hereinafter referred to as "AGREEMENT," which establishes CITY'S responsibility to design and construct the Liebe Drain with the COUNTY contributing Three Hundred Fifteen Thousand and 00/100 Dollars (\$315,000.00) for CITY SUPPORT and one hundred percent (100%) of all payments made to the contractor for construction of DRAIN, estimated to be Eight Hundred Fifty-two Thousand and 00/100 Dollars (\$852,000.00) for CONSTRUCTION COST; and

WHEREAS, Section (2), Item h, of AGREEMENT specifies that COUNTY agrees to supplement AGREEMENT if the lowest responsible bid is more than CONSTRUCTION COST and if it approves the lowest responsible bid, plus an amount to be determined for change orders and other unforeseeable items of work that could occur during construction as the revised CONSTRUCTION COST; and

WHEREAS, CITY has advertised project for construction bid and the lowest responsible construction bid received for DRAIN is One Million One Hundred Ninety-five Thousand Eighty and 00/100 Dollars (\$1,195,080.00), hereinafter referred to as "REVISED CONSTRUCTION COST"; and

WHEREAS, COUNTY is willing to increase its contribution for REVISED CONSTRUCTION COST to a maximum of One Million One Hundred Ninety-five Thousand Eighty and 00/100 Dollars (\$1,195,080.00) for construction of DRAIN; and

WHEREAS, CITY is willing to finance unforeseeable changes in items of work in the construction of DRAIN in the amount of One Hundred Nineteen Thousand Five Hundred Eight and 00/100 Dollars (\$119,508.00); and

WHEREAS, COUNTY is willing to reimburse CITY for unforeseeable changes in items of work in the construction of DRAIN in excess of One Hundred Nineteen Thousand Five Hundred Eight and 00/100 Dollars (\$119,508.00), but not to exceed the amount of One Hundred Nineteen Thousand Five Hundred Eight and 00/100 Dollars (\$119,508.00); and

WHEREAS, CITY is willing to finance unforeseeable changes in items of work in the construction of DRAIN in excess of Two Hundred Thirty-nine Thousand Sixteen and 00/100 Dollars (\$239,016.00); and

NOW, THEREFORE, in accordance with Section (2), Item h, of AGREEMENT, CITY and COUNTY mutually agree to amend the AGREEMENT as follows:

- a. Replace Section (1), Item h, to read:

To invoice COUNTY for REVISED CONSTRUCTION COST, which is One Million One Hundred ninety-five Thousand Eighty and 00/100 Dollars (\$1,195,080.00) less any previous payments received upon the full execution of this Amendment.

- b. Add new Section (1), Item r, to read:

To finance unforeseeable changes in items of work in the construction of DRAIN up to One Hundred Nineteen Thousand Five Hundred Eight and 00/100 Dollars (\$119,508.00), and to finance unforeseeable changes in items of work in the construction of DRAIN in excess of Two Hundred Thirty-nine Thousand Sixteen and 00/100 Dollars (\$239,016.00).

- c. Replace Section (2), Item c, to read:

To finance CITY SUPPORT in the amount of Three Hundred Fifteen Thousand and 00/100 Dollars (\$315,000.00), and to contribute One Million One Hundred Ninety-five Thousand Eighty and 00/100 Dollars (\$1,195,080.00) for REVISED CONSTRUCTION COST.

- d. Replace Section (2), Item f, to read:

To deposit with CITY upon receipt of invoice from CITY, REVISED CONSTRUCTION COST less any payments previously made for construction of DRAIN upon the full execution of this amendment.

- e. Add new Section (2), Item j, to read:

To reimburse CITY for unforeseeable changes in items of work in the construction of DRAIN in excess of One Hundred Nineteen Thousand Five Hundred Eight and 00/100 Dollars (\$119,508.00) but not to exceed the amount of One Hundred Nineteen Thousand Five Hundred Eight and 00/100 Dollars (\$119,508.00).

- That CITY shall be responsible for any and all costs in excess of REVISED CONSTRUCTION COST and the reimbursement provided for in Section (2), Item j, above for unforeseeable changes in items of work in the construction of DRAIN.

- Upon completion of DRAIN, CITY shall perform a final and separate accounting of REVISED CONSTRUCTION COST and unforeseeable changes in items of work in the construction of DRAIN and forward it to COUNTY for review and approval. If the costs in this accounting are more than One Million Three Hundred Fourteen Thousand Five Hundred Eighty-eight and 00/100 Dollars (\$1,314,588.00) and with COUNTY'S prior approval of all unforeseeable changes in items of work in the construction of DRAIN, COUNTY will reimburse CITY for the amount in excess of One Million Three Hundred Fourteen Thousand Five Hundred Eighty-eight and 00/100 Dollars (\$1,314,588.00), but not to exceed One Million Four Hundred Thirty-four Thousand Ninety-six and 00/100 Dollars (\$1,434,096.00), within sixty days of receipt of invoice from CITY. If the costs for the REVISED CONSTRUCTION COST in this accounting are less than the amount of funds previously deposited with CITY for REVISED CONSTRUCTION COST, CITY shall return the excess funds to COUNTY within sixty (60) days of receipt of a written request from COUNTY.

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT TO AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LOS ANGELES on September 30, 2003, and by the COUNTY OF LOS ANGELES on _____, 2003.

COUNTY OF LOS ANGELES,
acting on behalf of the Los Angeles
County Flood Control District

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Chair, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

CITY OF LOS ANGELES


APPROVED AS TO FORM:

By 9-5-03
City Attorney

ROCKARD J. DELGADILLO, City Attorney

By Keith Brutscher

ATTEST:

 Marie Koshmanis
Deputy City Clerk

By James Hahn **OCT 09 2003**
Mayor